



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding FIRSTSERVICE RESIDENTIAL BC
LTD. and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: *MNSD, MNR, MND, FF*

Introduction

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act* for a monetary order for unpaid rent, cost of cleaning and for the recovery of the filing fee. The landlord also applied to retain the security deposit.

The landlord testified that on October 17, 2018, she served the tenant with the notice of hearing package by registered mail to the forwarding address provided by the tenant. The landlord filed a copy of the tracking slip. The landlord stated that she tracked the item and the tracking history indicates that the package was delivered on October 19, 2018.

Despite having been served the notice of hearing, the tenant did not attend the hearing. The landlord attended the hearing and was given full opportunity to present evidence and make submissions.

Issues to be decided

Is the landlord entitled to a monetary order for unpaid rent, cost of cleaning and for the recovery of the filing fee?

Background and Evidence

The landlord testified that the tenancy started on September 01, 2013. The monthly rent at the end of the tenancy was \$984.00, due on the first of the month. Prior to moving in the tenant paid a security deposit of \$425.00. On September 14, 2018 the tenant gave written notice to end the tenancy effective October 15, 2018.

Since rent is due on the first of the month, the earliest a tenant could end a tenancy by a notice given on September 14, 2018 would be October 31, 2018. However, the landlord agreed to allow the tenant to end the tenancy on October 15, 2018.

On October 01, 2018 the tenant did not pay rent. The tenant visited the landlord's office and returned the keys to the building manager and informed her that he was not interested in doing a move out inspection. The manager made several attempts to contact the tenant but was unsuccessful in doing so. A move out inspection was carried out by the manager on October 04, 2018 and a report was filed into evidence.

The move out inspection report indicates that the unit needed cleaning. The landlord filed photographs to support her testimony regarding the condition of the unit after the tenant moved out. The landlord also filed evidence to support her monetary claim for the cost of cleaning.

On October 08, 2018, the tenant sent the landlord a note with his forwarding address and asked for the return of the security deposit. The landlord made this application on October 10, 2018.

The landlord is claiming the following:

1.	Unpaid rent for October 01 – 15, 2018	\$476.10
2.	Cost of cleaning	\$231.00
3.	Filing fee for this application	\$100.00
	Total	\$807.10

Analysis

Based on the sworn testimony and evidence of the landlord and the in the absence of contradictory evidence I accept the landlord's testimony in respect of her claim. The landlord filed a ledger indicating that the tenant owed rent for the period of October 01 – 15, 2018 in the amount of \$476.10. I find that the landlord is entitled to her claim for unpaid rent.

The landlord filed a copy of the move out inspection report which states that the unit needed cleaning. The landlord also filed photographs that confirm the condition of the unit and proof of the cost of cleaning. I find that the landlord is entitled to her claim for the cost of cleaning.

Since the landlord has proven her claim, I award her the recovery of the filing fee of \$100.00.

The landlord has established a claim in the amount of \$807.10. I order that the landlord retain the security deposit of \$425.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the balance due of \$382.10. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Conclusion

I grant the landlord a monetary order of **\$382.10**.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: February 05, 2019

Residential Tenancy Branch